

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 1:23-CV-21065-ALTONAGA

JONATHAN CONDE, individually
and on behalf of all others similarly situated

Plaintiff,

vs.

CDJ OF 152ND ST. MIAMI LLC,
d/b/a CRAB DE JOUR, et al.

Defendant.

RULE 68 OFFER OF JUDGMENT TO PLAINTIFF

Defendants, CDJ OF 152Nd St. Miami, LLC, YIHUA WANG, JONATHAN PAPAGNO, pursuant to Fed. R. Civ. P. 68, offer to allow a judgment to be entered against them on Plaintiff's claims for allegedly violating the FLSA and FMWA, as alleged in the operable Complaint, as follows:

1. The parties making this offer are CDJ OF 152Nd St. Miami, LLC, YIHUA WANG, JONATHAN PAPAGNO ("Defendants").
2. This offer is being made to address and resolve Plaintiff's claims against Defendants as alleged in the operable Complaint for alleged unpaid minimum and overtime wages (and tips) under the FLSA and for unpaid minimum wages under the FMWA.
3. Defendants offer the following amounts to Plaintiff:
 - a. the gross amount of **\$5,000.00** to Plaintiff for alleged overtime and minimum wages (inclusive of tips); and
 - b. the gross amount of **\$5,000.00** to Plaintiff for alleged liquidated damages.

4. Defendants also agree to pay Plaintiff the amount awarded by the Court for attorneys' fees and costs.

5. If Plaintiff does not accept this offer, he may become obligated to pay the Defendants' costs incurred after the making of this offer if he does not recover a judgment on his FLSA claims that are more favorable than this Offer of Judgment, pursuant to Rule 68(d) of the Federal Rules of Civil Procedure.

6. The Court may also consider this Offer when determining Plaintiff's reasonable attorneys' fees, including whether a reasonable attorneys' fee is no attorneys' fee. *See, e.g., Sahyers v. Prugh, Holliday & Karatinos, P.L.*, 560 F.3d 1241, 1244 (11th Cir. 2009); *see also Malden v. Wings Over Emerald Coast Inc.*, 2019 WL 1245866, at *5 (N.D. Fla. Feb. 20, 2019), *report and recommendation adopted*, 2019 WL 1245137 (N.D. Fla. Mar. 18, 2019) (denying attorneys' fees) (collecting cases); and *Nelson v. Kobi Karp Architecture & Interior Design, Inc.*, 2018 WL 3059647, at *2 (S.D. Fla. June 19, 2018).

7. To accept this offer, Plaintiff must serve written notice of acceptance on the undersigned within fourteen (14) days from the date this offer was made/served.

8. This offer is not to be construed as an admission of liability by Defendants but is solely being made for the purpose of compromising a disputed claim.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a copy of the foregoing on this 12th day of June 2023
by email to each person identified on the attached service list.

By: **s/ Lowell J. Kuvin**

Lowell J. Kuvin, Esq.

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